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SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

LB

11 STEVE WILSON BRIGGS
12 Plaintiff,
13 vs
14 UNIVERSAL PICTURES;
15 SONY PICTURES;
16 NBCUNIVERSAL;
17 KEVIN SPACEY;
18 ARIEL (ARI) EMANUEL;
19 MATTHEW (MATT) DAMON;
20 BEN AFFLECK;
21 NEILL BLOMKAMP;
22 MORDECAI (MODI) WICZYK;
23 ASIF SATCHU;
24 BILL BLOCK;
25 DANA BRUNETTI;
26 MRC;
27 all MRC entities and subsidiaries:
28 (MEDIA RIGHTS CAPITAL; MRC II LP;
MRC II DISTRIBUTION COMPANY LP;
MRC II HOLDINGS, L.P.; ASGARI INC.;
OAKTREE ENTERTAINMENT, INC.;
MRC I HEDGE CO, LLC; MRC SUB GP,
LLC; MRC II CAPITAL COMPANY, L.P.;
MRC I PROJECT COMPANY, LLC)

Defendants.

Giv No: CV 17 6552

COMPLAINT FOR:

1. CONSPIRACY
2. OBSTRUCTION OF JUSTICE
3. FALSE STATEMENTS
4. BREACH OF CONTRACT
5. FRAUD AND FALSE STATEMENTS
6. DECEIT
7. NEGLIGENCE
8. GROSS NEGLIGENCE
9. VIOLATION OF CALIFORNIA LABOR CODE § 1700.39
10. VIOLATION OF UNFAIR BUSINESS PRACTICES ACT [CAL BUS & PROF CODE § 17200, ET SEQ.]
11. PERJURY
12. TAMPERING WITH EVIDENCE
13. WITNESS TAMPERING
14. SUBORNATION OF PERJURY

DEMAND FOR JURY TRIAL

COMPLAINT

NATURE OF ACTION:

1. Pursuant to 28 U.S. Code § 1332 (as this matter involves Defendants who are not American citizens, and concerns violations that cross US state and international borders) the Plaintiff brings this lawsuit against the Defendants (**Defs**) for their willful violations of US and California state laws, done for their personal enrichment and/or to gain unlawful competitive advantage, through their participation in such actions and violations as:

1. Obstruction Of Justice: 6 days after Plaintiff filed his Notice of Appeal (in Briggs v Blomkamp, C134679 PJH), the Defs closed their social network (TriggerStreet), to destroy evidence and records, as this was their *access* point in Briggs v Blomkamp.
 2. The Defs used Def Emanuel's influence with Universal Pictures to entice, persuade or bribe the enlistment of other conspirators, and as leverage against business rivals.
 3. The Defendants created a social network, "TriggerStreet.com" (TS) to secretly and unlawfully access, appropriate and alter unsuspecting writers' work. The Defendants financially profited from these activities, or received film acting roles for themselves, or film production or distribution benefits;
 4. Without informing TS members, the Defendants installed a secret counter-security feature on TS, which erased all access records if a member deleted their work.
 5. Breach: TS's "Terms of Use" stated the site was made **solely for use in the USA**, yet Def Spacey went to London for a TS launch party and interviews, and went to Spain for a TS recruitment speech, to tout TS's "**400,000 members around the world.**"
 6. Evidence will show Def Ari Emanuel, a talent agent, is also Hollywood's most powerful film producer—against California labor & business codes § 1700.39, which makes it unlawful for a talent agent to act as both agent and as an employer.
 7. In a surreal move, in Briggs v Blomkamp, rather than hiring a copyright attorney, the Defs hired fixer/conman **Jeff Rovin**—a high school-educated fantasy writer—as their sole "expert" witness. Rovin provided falsified and fraudulent testimony to the court (surely on the Defs orders). Two years after Briggs v Blomkamp went to appeals, Rovin went on national TV, Fox News' "*The Sean Hannity Show*," Oct. 24, 2016, to admit he was a professional "fixer" (someone hired to make problems go away).

away by producing false documents and stories) for President Bill and Hillary Clinton. June 12, 2014, Plaintiff moved to exclude Rovin's report due to its gross fraud. Somehow the district court denied the Plaintiff's motion.

8. Defs rendered contracts relying false statements, misrepresentations and omissions.

9. Defs boasted TS had "industry standard" security, when, in fact, they removed all security features to allow themselves constant anonymous access to writer's works.

10. Defs made wild false promises to entice new writers, such as: "Our team has been extensively researching and designing TriggerStreet.com **to ensure that it encapsulates every aspect of the user's desires and needs**".

11. The Defendants conflict of interest-ridden relationships (e.g. Defs Emanuel's and Bill Block's secret co-ownership of Screenbid.com with Sony Picture's CEO M. Lynton, and Def Emanuel's unlawful co-ownership of MRC with Defs Satchu and Wiczyk) created a culture where the Defs neglected to do basic due diligence. Thus, **before they ever read a script**, Sony and MRC agreed to buy the rights to Def Blomkamp's screenplay "*Elysium*," which was misappropriated from the Plaintiff.

JURISDICTION:

2. **Jurisdiction:** This court has subject matter jurisdiction per 28 USC § 1332(a)(2), as one or more Defendant are foreign citizens, and (a)(2), as one is a citizen of a different State.

3. **Venue:** venue is proper pursuant to 28 § 1391(b)(2) as events giving rise to this complaint occurred in this district, and 28 § 1391(d), by virtue of the Defendants' business transaction with this dist., and under 326 US 310 the Defs meet the minimum contact rule.

4. **Intradistrict Assignment:** San Francisco is the proper intradistrict assignment as a substantial part of the events and omissions, leading to this lawsuit, occurred in this district.

THE PARTIES:

5. **Plaintiff**, Steve Wilson Briggs, is a filmmaker, screenwriter, author and musician.

6. **Defendant** Universal Pictures is an American film studio; NBCUniversal subsidiary.

7. **Defendant** Sony Pictures is a subsidiary of the Japanese multinational Sony Corp.

8. **Def** NBCUniversal is a multinational media conglomerate & Comcast subsidiary.

9. **Defendant** Kevin Spacey is an American actor, and one of the men purportedly

responsible for creating the now defunct social network TriggerStreet (TS).

10. Defendant Ariel (Ari) Emanuel is a talent agent and co-CEO of WME-IMG.

11. Defendant Matt Damon is an American actor and screenwriter.

12. Defendant Ben Affleck is an American actor and screenwriter.

13. **Defendant** Neill Blomkamp is a South African-born film director. He is, on

information and belief, a Canadian or South African citizen.

14. Defendant Mordecai Wiczky is the co-CEO of Media Rights Capital (MRC);

15. **Def** Asif Satchu is the co-CEO of MRC, and is believed to be a citizen of Canada.

company, owned by Al Jazeera) and a co-owner of Screenbid with Def Emanuel.

17. Defendant Dana Brunetti is credited with the conception of TriggerStreet.

18. Defendant MRC is a diversified global media company. It has many subsidiaries and alternate names, including: MRC; MRC II LP; MRC II Distribution Company LP.

RELATED CASES:

19. This lawsuit is related to Briggs v. Blomkamp, et al, No. C134679 PJH, a copyright case, currently in appeals. No aspect of this suit is contingent on the outcome of that matter. Certain new events, related to Briggs v Blomkamp, informs this matter; such as:

1. Six (6) days after Briggs v Blomkamp moved to appeals, the Defs destroyed essential case evidence (closing and destroying the entire social network website TriggerStreet, without explanation); hence, the obstruction charge.

2. As Plaintiff researched the Obstruction Of Justice charges against Defs, he found multiple reports of Def Spacey travelling to abroad to give speeches and host parties to attract foreign member to TS, in violation of the website's "Terms of Use", stating TS was made solely for use in the USA: contributing to the *breach* charges, herein.

3. As Plaintiff prepared to draft this Complaint, **Jeff Rovin** (the Defendants “expert” witness from Briggs v Blomkamp) admitted on *The Sean Hannity Show* that he was a professional “fixer” (hired to produce false stories for tabloids). This revelation, coupled with the fraud contained in Rovin’s report (in Briggs v Blomkamp) shores a portion of the Subornation Of Perjury claims against the Defendants.

STATEMENT OF FACTS & ALLEGATIONS:

Brief Case Overview

20. The Defendants conspired to create and operate (for 12 years) a social network for screenwriters and filmmakers, known as **TriggerStreet** (referred to as **TS** in this Complaint). TriggerStreet (**TS**) was located at www.triggerstreet.com from 11/2002 to 07/2011, and at www.labs.triggerstreet.com from 07/2011 to 11/2014. The Defendants used TS to fraudulently access and acquire original film ideas. By using TS's 400,000+ members to review, judge, and rank the best work, the Defendants were able to peruse the very best scripts at their leisure, alter them slightly, then produce and market them, as their own.

21. To entice the best undiscovered writers into joining TS and submitting their screenplays, the Defs published and rendered a contract comprised of false claims, deception and concealments. TS's "Terms of Use", "About Us" and "Security" pages claimed to employ "industry standard" security, and boasted that TS "encapsulates every aspect of the user's desires and needs", when, in fact, TS's security features were effectively non-existent. (Said TS websites pages "Terms of Use", "About Us" and "Privacy" are attached, respectively, as **Exhibit A**, **Exhibit B**, **Exhibit C**, and are incorporated by reference as if fully set out herein.) The Defs conspired to remove all security features on the website. Any member could download any script, without the writer knowing the downloader's ID. Only if an accessor chose to write a script review would the writer be informed of the accessor's ID —but only the accessor's pseudonym (fake name) ID, while others users who downloaded the script without leaving a review, left no trace at all.

22. More astounding, in 2007, the Defendants added a new “counter-security” feature, **without informing members**, whereby if a member—concerned about security—deleted his script from TS, the deletion would trigger the erasure of all access records. This was done to conceal the Defendants accessing the Plaintiff’s work (only posted in 2007). In May 2016, in an Amazon Studios forum (<https://studios.amazon.com/discussions/Tx26JKEN8CYMP95>) a former TS member recalled that this “**memory dump**” feature was added in 2007. (Said forum is attached as “**Exhibit D**” and incorporated by reference as if fully set out herein; see last entry, page 4.) In 2014, as Briggs v Blomkamp proceeded through discovery, the

Plaintiff contacted TS to ask for their records of all the members who accessed his work. (Said email is attached as "**Exhibit E**" and incorporated by reference as if fully set out herein). TS replied that when his work was removed, all access records were erased. (Said email is attached as "**Exhibit F**" and is incorporated by reference as if fully set out herein.)

23. TS falsely assured members that the site was intended solely for use in the USA. But Spacey and Brunetti secretly marketed TS all around the world.

24. Through secret and private business co-ownerships with key CEOs, in businesses like Screenbid and MRC, Def Emanuel cultivated unethical relationships with Universal Pictures, Sony Pictures, MRC, QED, etc. Thus, these companies would finance and distribute almost any project Emanuel asked, ignoring due diligence and best practices.

25. The Defendants' final illegal action occurred on Nov 6th, 2014, 6 days after Plaintiff filed his Notice Of Appeal (Briggs v Blomkamp), when the Defs surreptitiously closed TS, to destroy incriminating evidence —understanding the district court based its MFSJ ruling on vacated law, rather than prevailing law—cited by Plaintiff. Thus, the case was apt to be remanded for trial, where the Plaintiff would subpoena all site access records.

NOTE:

26. This Complaint reveals Def Ari Emanuel lead a conspiracy to misappropriate ideas using TS and ProjectGreenlight.com (**Project Greenlight**), to market these ideas to his business partners at Sony Pictures, MRC, Universal Pictures, parent NBCUniversal, etc. Relevant to this, Def Emanuel has represented Defs Ben Affleck and Matt Damon for most of their careers. Curiously, like Spacey, Affleck and Damon ran a screenwriter/filmmaker website, Project Greenlight, from 2000-05 and 2015-16. Curiously, both sites used peculiar language like *peer-to-peer*, and used *peer reviews* to weed out bad scripts. And curiously, Spacey, Damon and Affleck were the only celebrities with screenwriter websites from 2000-2014. In 2005, writer Joel Lamontagne sued Project Greenlight and **Harvey Weinstein's Miramax**, alleging the TV series *Project Runway* (2005-present) was stolen from a treatment he submitted to Project Greenlight. The allegedly stolen work became the property of Universal Pictures' parent, **NBCUniversal**. Def Emanuel's shadowy projects eventually becoming the property of Universal is a recurring pattern in this Complaint.

COMPLAINT

BACKGROUND FACTS:**THE SIX (6) PRIMARY DEFENDANT ACTORS:****ARI EMANUEL (DEFENDANT)**

27. Defendant Ari Emanuel is the co-CEO of William Morris Endeavor (WME, aka WME-IMG). Prior to this, Def Emanuel was the CEO of Endeavor Talent Agency (1995-2009), where his aggressive manner and unethical business practices became notorious, inspiring the character *Ari Gold* in the HBO TV series “Entourage”. Under Def Emanuel Endeavor was sued by Sandra Epstein for sexual harassment in 2002. (Emanuel is a close associate of many of America’s most notorious sexual harassers.) Epstein suit also accused Def Emanuel of making racist remarks, and in 2014 WME was found guilty at arbitration of racial discrimination. WME-IMG seems to attract clients who share Def Emanuel’s values; thus WME-IMG disproportionately represents aging white clients and *difficult* clients that other agencies avoid (Charlie Sheen, Russell Crowe), and clients who are more conservative, or politically unaware, than the rest of Hollywood.

28. November 20th, 2016, Def Emanuel traveled to New Jersey to congratulate President-elect Trump. Emanuel is also President Trump’s former talent agent. Predictably, *The Apprentice* (starring Trump) was broadcast on NBCUniversal. Recently, *The Hill* (and others) reported that it was Def Emanuel who helped get the accused serial sexual predator elected President, by sealing the Miss Universe tape archives, so no further tapes of candidate Trump sexually harassing beauty contestants would be released. (Said “The Hill” article is attached as “**Exhibit G**” and is incorporated by reference as if fully set out herein.)

ASIF SATCHU (Defendant)

29. Defendant Asif Satchu was born in Kenya but moved to **Canada** when he was 6 years old. Satchu, like Def Blomkamp, is believed to be a Canadian citizen. (Canadian connections are a recurring feature in this matter.) Def Satchu is a co-founder of MRC, with Wiczyk. Def Satchu is the brother of **Reza Satchu**, an enormously successful Canadian businessman. Def Satchu and Reza, both graduated from Canada’s **McGill University**. Def Satchu is something of a business and business-technology genius. **In 1999 Satchu co-founded SupplierMarket.com** with Jon Burgstone (Reza Satchu was also a heavily

1 invested partner). SupplierMarket.com facilitated the **international sales and distribution**
 2 of software, bolts, nuts, fasteners, rubber and glass products, corrugated packaging, and
 3 probably anything else. **Only 18 months later, Aug. 2000, Satchu and his partners sold**
 4 **SupplierMarket for \$950,000,000.** Def Satchu graduated from Harvard (MBA) in 1999.

5 **MORDECAI (MODI) WICZYK (Defendant)**

6 30. Defendant Modi Wiczyk is an American born business man, co-CEO and
 7 co-founder of MRC (with Defendant Satchu). Wiczyk is the **visionary** of this conspiracy.

8 31. Around 1995, fresh out of college, Defendant Wiczyk began working at Summit
 9 Entertainment, LLC. That was the first year Summit began producing and financing films
 10 (prior, Summit had exclusively sold US films abroad), surely the vision of Def Wiczyk.

11 32. Only four years later, in 1999, when Wiczyk was only 27, Summit Entertainment
 12 made Wiczyk their Senior Vice President of Production and Acquisitions. That same year,
 13 1999, Wiczyk sent out his now famous memo (more about this later), **which would make**
 14 **him one of the most influential and sought after men in Hollywood.** Within a year, in
 15 2000, likely on the order of Def Ari Emanuel, Def Wiczyk was **hired by Universal**
 16 **Pictures** as Vice President of Productions, where Wiczyk served for 2 years, until January
 17 2002, when Def Ari Emanuel made Wiczyk a partner at Emanuel's Endeavor Talent
 18 Agency. Def Wiczyk graduated from Harvard (MBA) in 1999.

19 **KEVIN SPACEY (Defendant).**

20 33. Defendant Kevin Spacey is an Academy Award winning actor. His career was
 21 floundering and at its nadir in 2000 when the conspiracy(s) detailed herein began, and
 21 when, purportedly, he and Def Brunetti conceived of TS. Def Spacey, who dropped out of
 22 Juilliard School in his sophomore year, has no known web-design skills. Seemingly,
 23 Spacey's only value to the TS social network was as a high-profile, semi-likeable celebrity,
 24 whose promise of "industry access and exposure" would lure the best undiscovered writers
 25 to the website, to unwittingly surrendering their wares to the Defendants.

26 **DANE BRUNETTI (Defendant)**

27 34. Defendant Brunetti has no known college education. He joined the US coast guard
 28 in 1992, at 18 or 19. Brunetti met Spacey around 1998, while Brunetti was selling cell

1 phones in New York. Brunetti soon became Spacey's partner and personal assistant. It is
 2 purported around the internet (including on Wikipedia) that Brunetti was responsible for
 3 designing TriggerStreet.com. That is one operational assumptions of this complaint.
 4 However, there is no evidence that Brunetti possessed any of the skills required to design a
 5 social network. The Plaintiff suspects Def Asif Satchu (who founded the internet-based
 6 marketplace SupplierMarket.com) may be the website's true designer and talent coordinator.

7 **MRC**

8 35. MRC is a television and film studio, founded by its co-CEOs Defs Asif Satchu and
 9 Modi Wiczyk. MRC was started in 2003 with money provided by Def Ari Emanuel
 10 (although MRC often reports it was started in 2006 or 2007). Def Emanuel is a silent
 11 partner in MRC. Unlike most ethical companies MRC operates under many names. Likely,
 12 only Defs Emanuel, Satchu and Wiczyk know what these companies do. But such LLC
 13 companies are a hallmark of money laundering networks (see Dept of Treasury's FinCEN
 14 report). The Plaintiff is aware of 11 MRC companies: **MRC, Media Rights Capital; MRC**
15 II LP; MRC II Distribution Company LP (foreign based); MRC II Holdings, LP;
16 Oaktree Entertainment, Inc. (a foreign stock business); MRC I Hedge Co, LLC; MRC
17 II Capital Company, LP; MRC Sub Gp, LLC; MRC I Project Company, LLC; Asgari
18 Inc. Plaintiff believes that most of these *companies* are "shell" companies (fronts for illegal
 19 activity), existing to launder money and other transactions. Working in conjunction with
20 Def Bill Block (Miramax CEO) and Al Jazeera or beIN Media Group (Miramax's parent),
 21 and perhaps with Satchu's Kenyan-based family, these shells may also be responsible for:
 22 a. producing and selling ideas taken from TS to foreign markets (not for US release);
 23 b. financing foreign films that utilize ideas taken from TS (not for US release).

24 **Def Ari Emanuel's Relationship With Defendant Spacey:**

25 36. Defendant Ari Emanuel likely first met Defendant Kevin Spacey between 1987 and
 26 1989, when both men were at Creative Artist Agency (CAA). In 1987 Def Ari Emanuel was
 27 a new CAA talent agent, working in **TV** casting. In 1987 Def Kevin Spacey, represented by
 28 CAA, was working in Los Angeles, and appeared in 9 episodes of the **TV** series "Wiseguy".

1 **Def Emanuel's Notorious Connection to Def Wiczyk & Satchu:**

2 37. Defendant Ari Emanuel is a quiet partner in MRC. Thus, by casting WME-IMG
 3 actors in MRC films, Def Emanuel profits both as an agent, and as a studio owner. This
 4 arrangement is a conflict of interest, in violation of CA Labor Code 1700.39.

5 38. In 2007, The New York Times published an article called "*Tilting The Balance of*
 6 *Power Toward Talent Agency Clients*" (by Mike Cieply), which looked at the questionable
 7 relationship Def Ari Emanuel has with MRC, among other matters. (Said article "*Tilting*
 8 *The Balance of Power Toward Talent Agency Clients*" is attached as "**Exhibit H**" and is
 9 incorporated by reference as if fully set out herein.) The article states:

10 representatives of several such companies said last week that they knew of
 11 no firm that has pushed its alliance with an agency as far as Media Rights.
 12 Films backed by the financier have included substantial talent from other
 13 agencies — Brad Pitt and Cate Blanchett, stars of "Babel," are represented by
 14 Creative Artists. But virtually all of the company's projects have been built
 15 around an Endeavor-backed participant, like the actor Jude Law in "Sleuth,"
 16 or Hugh Jackman, in "The Tourist." According to Mr. Wiczyk and Mr.
 17 Satchu, the agency owns a minority, nonvoting stake in their company, which
 18 they declined to specify.

19 39. Reporter Cieply also interviewed other established Hollywood financiers who are
 20 wary of working with Defs Emanuel and MRC because of these questionable arrangements.

21 ...some agents last week questioned whether Media Rights could be trusted
 22 not to put their proprietary information in the service of Endeavor. Others
 23 wondered if the Endeavor's ownership stake ran afoul of regulatory
 24 provisions in California law or contracts with guilds.

25 "For us, financing opportunities are always exciting and interesting," said
 26 Jeremy Zimmer, a partner at United Talent. Mr. Zimmer said that his agency
 27 has not done business with Media Rights, but might do so if it was satisfied
 28 that the company's ownership and influences were clear. "What becomes
 29 critical is who is the management?" he asked. "What level of transparency
 30 are we going to have?"

31 Robert Jones, California's acting labor commissioner, whose office
 32 regulates talent agents, said the state's labor code has a provision banning
 33 conflicts of interest by agencies. The law, from a time when models were
 34 sometimes sent for hair and makeup work by operators with a close
 35 connection to their agencies, says that **no agent may refer a client for**
 36 **services to any entity in which the agency has a direct or indirect**
 37 **financial interest.**

BACKGROUND FACTS (CONTINUED)

THE 4 MAJOR EVENTS THAT SET UP THE CONSPIRACY(S)

40. The seeds of the Defendants unlawful actions were planted about two decades ago, by **4 events**: two of these events occurring in 1995, two occurring in 1999.

1. In 1995 Def Ari Emanuel started Endeavor Talent Agency.
 2. In 1995 Edgar Bronfman Jr. (CEO of Seagram's) bought Universal Pictures.
 3. In 1999, Jerrol LeBaron copyrighted a revolutionary screenwriter-to-Hollywood-film-industry-professional website **Writers' Script Network.com**, which went online in March 2000, changing its name to "**InkTip**" (inktip.com) in 2003.
 4. In 1999 Defendant Modi Wiczyk wrote a revolutionary memo, titled "Another New Ball Game", which sent Hollywood's powerhouses scrambling. Wiczyk's memo would be discussed in magazines and lounges for years to come.

41. These 4 events, **each** require a brief explanation to understand how they set the stage for the Defendants' conspiracy(s).

(1) Def Ari Emanuel Comes To Power As CEO Of Endeavor Talent Agency, 1995

42. In 1995, Def Ari Emanuel would start his own talent agency, Endeavor Talent Agency. Endeavor would soon become the fastest growing talent agency in Hollywood.

(2) Edgar Bronfman Jr. Comes To Power At Universal Pictures, 1995

43. In 1995, Canadian based "Seagram's" (the giant beverage company) bought controlling interest (80%) of Universal Pictures, and Edgar Bronfman Jr. (Seagram's heir; Canadian, graduate of McGill College) became owner and CEO of Universal Pictures. Bronfman remained CEO of Universal Pictures even after Vivendi bought Universal in 2000. He stepped down as chief of Universal in 2001, BUT remained Vice-Chairman of the Board (likely to insure that Def Emanuel's relationship to Universal remained in place) until December 2003; by then Def Emanuel's role with Universal Pictures was well established.

44. To pay for Universal Pictures, Bronfman Jr. sold Seagram's stake in Dupont (for \$9-billion). Most analysts and Seagram's investors considered this a terrible business move.

1 To make matters worse, Bronfman knew little about the film business. **NOTE:** Bronfman
 2 was convicted of insider trading, in France, in 2011, receiving a 15 months suspended
 3 sentence, and a €5,000,000 fine.

4 45. In 1995, Bromfman and Def Ari Emanuel may have represented big changes in
 5 Hollywood, but the biggest change in Hollywood in 1995 was the advent of the DVD.
 6 DVDs represented huge new opportunities for producers and film companies
 7 —opportunities that would make movies FAR more profitable than ever before, but more
 8 profitable for producers, NOT talent agents (adding fuel to Emanuel's drive to become a
 9 producer and a studio owner).

10 (3) The Advent Of Writers' Script Network.com (InkTip.com), 1999

11 46. In 1999, Jerrol LeBaron copyrighted his brilliant website *Writers' Script*
 12 *Network.com*, (*writersscriptnetwork.com*), going online, March 2000, and changing its
 13 name to **InkTip**, and its location to *inktip.com*, in 2003. Unlike all other screenwriter
 14 websites at that time (which either just posted screenwriter agents' addresses, or just
 15 allowed screenwriters to post loglines or synopses, with no ability to bring the writers to
 16 the agents and filmmakers), LeBarons website promised something new. Based in Los
 17 Angeles County, LeBaron went out and told Hollywood agents and filmmakers about his
 18 website, and invited them to join and peruse the works of thousands of undiscovered
 19 screenwriters. The site had great safeguards, designed to protect both the writers and
 20 industry professionals. Writers Script Network.com required all users to use their real
 21 names. Writers could not read other writers' work, as that would only reduced the writers'
 22 safety. However, after registering, the **industry professionals** could freely read any logline
 23 (a short description, 60 words or less) on the website. If a professional wanted to read
 24 more, they could click on a link to read a synopsis—and immediately the screenwriter
 25 would receive notification of who had accessed his work, when, and from where. If the
 26 professional wanted to read the entire script, he/she would then need to contact the writer
 27 and request a script. Writers Script Network.com kept all records of access. **LeBarons's**
 28 **site was the new online industry standard** (where there had been no standard, rules,
 safety, or security for screenwriters); flawless in conception, safety and transparency.

(4) The Memo, 1999

2 47. In 1999, only 27 years old, Def Mordecai (Modi) Wiczyk, the new Senior Vice
3 President of Production and Acquisitions at Summit Entertainment, LLC, sent out a **memo**
4 titled “Another New Ball Game”. That memo sent the unethical Hollywood’s establishment
5 scrambling after massive new profits. Wiczyk’s memo would be discussed in magazines and
6 lounges for years. Within a year, in 2000 (likely at Def Ari Emanuel’s bidding) **Universal**
7 **Pictures** would steal Wiczyk away from Summit, making him VP of Productions. Two
8 years later, Def Ari Emanuel made Wiczyk his **partner** at Endeavor Talent Agency.

9 48. In 2007, *Slate* remembered “the memo”, in an article called “How An Agent Turned
10 His Pie-In-The-Sky Memo into A Reality”. (Said “Slate” article is attached as “**Exhibit I**”
11 and is incorporated by reference as if fully set out herein.). Writer Kim Masters wrote:

12 ...The memo predicted the decline of the studios, with filmmaking
13 talent as the beneficiary. He also predicted that a management company
14 with a lot of big stars would start to produce and own films. "The most
immediate and pressing challenge would be to get the studios to carry
15 the product," he said. The likelihood of a studio boycott was remote, he
said, because "whichever studio was suffering at the time would
16 probably break ranks in the name of short-term self-preservation."
Hmm.

Michael Ovitz eventually tried to launch such a management company and failed. But Wiczyk's memo said the agencies could also carry out the change. "**A similar structure could be created which complies with the conflict-of-interest laws,**" Wiczyk wrote. "If [a] fund was created as a stand-alone entity and the agency had an arms-length service contract, they could avoid conflict-of-interest violations... Admittedly this is a delicate issue and a tough deal to pull off, but it's certain someone would try it." Why? The potential for enhancing agency commission was "too rich to ignore." **In fact, he said, an agency could double its annual revenues.**

24 49. Wiczyk's psychopathy is on full display in those final lines of the article, as he
25 enthusiastically implies it is reasonable to behave without ethics —if the profits are "too rich
26 to ignore." But Wiczyk's prediction that "...it's certain someone would try it" would soon
27 prove correct.

²⁸ 50. But who would want to wander with Wyczyk into such ethically questionable water?

THE ENDEAVOR/UNIVERSAL/MRC DEFENDANTS:

ARI EMANUEL AND HIS SECRET RELATIONSHIP WITH UNIVERSAL PICTURES; EMANUEL UNITES WITH ASIF SATCHU AND MODI WICZYK

51. In 1999, Def Ari Emanuel knew producers made the REAL money in Hollywood. But, as a talent agent, he couldn't get in the action—not legally (or not with his name on the product), due to California's conflict of interest laws.

52. But Def Emanuel saw an opportunity.

53. Defendant Ari Emanuel had a **distribution problem**. He represented many directors, writers and actors, who sometimes decided to make independent and experimental films, only to discover later that their films couldn't get national or global distribution because the distributors thought the films weren't marketable. Thus, many of these films died early deaths.

54. Bronfman Jr., on the other hand, had a **talent problem**. Bronfman Jr. knew the importance of getting marquee names on films. Big American studios crank out about 17 films a year. In this haste, sometimes the studios commit to bad screenplays that no big actors will commit to, thereby dooming the film. But just one or two big names attached to these *inferior* films could increase their returns by tens of millions of dollars.

55. Bronfman Jr. was in trouble in 1998, and most of Hollywood knew it. Bronfman Jr. came to power in 1995 with Universal in 4th place among the big six studios (20 Century Fox, Disney, Paramount, Warner Bros., Sony Pictures, Universal Pictures). But only one year later, in 1996, Universal was in last place. And last again in 1997. And in 1998, even worse: last place, and Universal had one of its worst years ever, with only a 5.9% market share. Stockholders were restless. (See **Exhibit J.**)

56. In this tough time, Def Ari Emanuel approached Bronfman with a proposal.

57. Def Emanuel offered to put special effort into Universal Picture films, give Bronfman Jr. his best business advice, and ask his actors, writer and directors to give preference to Universal Pictures films. Emanuel also likely offered to take a reduced agent's fee. **In exchange** Def Ari Emanuel likely received a percentage of the films, and/or a generous share of Seagram's (Universal's parent) stock, but no film credit), and an

agreement that Universal Pictures would distribute, and/or provide production money for, any reasonably viable film Def Emanuel brought to Universal Pictures.

58. The agreement was made late 1998.

59. In 1999 Universal pictures would have their best year since Bronfman arrived, climbing to 3rd place, with a 12.7% market share. That was 1999 —the same year Def Modi Wiczyk wrote his memo.

60. Def Ari Emanuel read the memo.

61. Bronfman Jr. surely read the memo. In fact, two years after Wiczyk wrote the memo, in 2001, Bronfman's **Universal Pictures** made Def Wiczyk their vice President of Productions. (An article about Universal hiring Wiczyk is attached as "**Exhibit K**" and is incorporated by reference as if fully set out herein.)

62. And a year after that, in 2002, Def Emanuel would hire Def Wiczyk away from Bronfman Jr., to make Wiczyk a **partner** at Endeavor Talent Agency.

- 63. But Wiczyk had been Vice President of **productions** at Summit Entertainment, AND Vice President of **productions** at Universal Pictures. Wiczyk was a **producer**. Why would Defendant Ari Emanuel need a producer at a talent agency? Because Def Emanuel was secretly going into the production business, with MRC and Universal Pictures.

64. When Def Ari Emanuel stole Wiczyk away from Universal Pictures there were no hard feelings between Def Emanuel, Bronfman and Universal Pictures, and nothing changed in their arrangement. Def Ari Emanuel continued to provide the same talent and producorial services for both MRC and Universal Pictures. And although Bronfman left Universal a year later (2003), Def Emanuel continues to do favors for Bronfman and his Universal “family” to this very day (e.g. Def Emanuel and WME-IMG represent Bronfman Jr’s daughter, Hannah).

Wiczyk's Memo Inspires A Conspiracy

65. The driving force behind Defs Emanuel's, Wiczyk's and Satchu's involvement in this conspiracy was to create the film production system outlined in Wiczyk's **memo**, to increase—maybe even **double**—profits. The conspiracy required maybe 4 players, with the right talents. Def Emanuel had connections to all the studios, and access to huge stars; Asif

Satchu was a creative business force who specialized in distribution and networking; Modi Wiczyk was a proven business, financing, and film production prodigy. They had almost everything they needed—except good screenplays. But as a new “questionable” company, established writers were not inclined to work with this unscrupulous band.

66. A film production start with acquiring a screenplay, a “property”. The Defendants knew that. They also knew good screenplays are hard to find, cost good money, and are a risky investment. A bad director could ruin a great script, and even the best writers sometimes wrote bad scripts. In 2000 Def Wiczyk helped sell his brother’s (Roee Wiczyk) screenplay to his former employer (Summit Ent.). But the script was weak, thus never developed, and Roee Wiczyk never sold another script. “Variety” reported on this script sale in 2000. (Said article is attached as “**Exhibit L**” and is incorporated by reference as if fully set out herein.) As a business man, Wiczyk could sell anything —he sold his brother’s script idea without even having a script name. But now, operating as film producers and a *studio*, without an **actual good** script, or some good ideas, they couldn’t get any project started.

67. The Defendants needed scripts, but they wanted to reduce their risks.

68. Defendants Emanuel, Satchu and Wiczyk knew ideas are not copyrightable; only unique arrangements of ideas are copyrightable. If the Defendants had a method to access good writers' work, they could extract the best of those ideas, then pay their own writers to turn them into "new" screenplays, then produce and market those derivatives, as their own.

69. The L.A. based Defendants were aware of WritersScriptNetwork.com. As prominent “industry” insiders, they had likely even received a call or email from Jerrol LeBaron. They wanted something like WritersScriptNetwork.com, but **without** the good security features.

THE TRIGGERSTREET DEFENDANTS

SPACEY'S CAREER SPUTTERS; SPACEY MEETS BRUNETTI; CONCEPTION OF THE TICKETSTREET SOCIAL NETWORK; TICKETSTREET CONSPIRES W/ MRC

70. In 1994 Def Spacey learned Warner Bros intended to make a movie about the life of Bobby Darin (eventually called “Beyond The Sea”). This was Spacey’s secret dream role. He offered to play the leading role, but the producers refused, believing Spacey was too old.

1 71. In 1995, Def Spacey's career soared with *Usual Suspects* and *Seven*. But in 1996 and
 2 1997 Def Spacey was back to NOT getting solid leading-man roles.

3 72. This likely inspired Def Spacey to form his production company, "Trigger Street
 4 Productions", to make quality films with himself cast as the lead. But for the next 7 years
 5 his production company floundered. The problem was getting a good screenplay.

6 73. It is reported that around 1998 Def Spacey met Def Dana Brunetti, who soon
 7 became Spacey's personal assistant.

8 74. Although in 1999 Def Spacey won an **Academy Award** for Best Actor (American
 9 Beauty), 1999 would mark the beginning of a very difficult period of Def Spacey's career
 10 (1999-2003). His production company would go 3 years without making a film (Jan 2000 to
 11 Jan 2003). And worse, for some reason Hollywood would not invest much money in any
 12 movie with **Kevin Spacey** in a leading role, **his films budgets were far below the**
 13 **Hollywood average** (the average Hollywood budget in 2000 was about \$60 million):
 14 1. American Beauty, 1999, **\$15 million**; 2. The Big Kahuna, 1999, **\$7 million**; 3. Ordinary
 15 Decent Criminal, 2000, **\$12 million**; 4. Pay It Forward, 2000, **\$40 million**.

16 75. Def Spacey's difficulty consistently getting good roles, then, was likely due to his
 17 terrible reputation around Hollywood as something of a hustler. In 1999, actor Val Kilmer
 18 explained in a "Mr Showbiz" interview that in the 1970s Kevin Spacey, who was then a
 19 young college student, tricked Kilmer's father out of \$18,000 for college tuition —but
 20 Spacey, according to Kilmer, kept the money, dropped out of school, and never repaid
 21 Kilmer's father. (Said "Mr. Showbiz" article is attached as "**Exhibit M**" and is incorporated
 21 by reference as if fully set out herein.) Stories like Kilmer's, and a tabloid photo journal of
 22 Def Spacey participating in a public indiscretion, contributed to Def Spacey's trouble.

23 76. But amid all of these struggles, somewhat in 2000, Spacey was able to secure the
 24 film rights to his dream project -Bobby Darin's life story. But since Def Spacey had no
 25 production funding, he would have to wait almost 4 more years to make his movie.

26 77. It's possible that during these tough times, Spacey and Brunetti looked around
 27 online for affordable scripts for Spacey's production company to film. And maybe then they
 28 stumbled upon *Writers Script Network.com*, which inspired them to create TS... Then, this

1 unlikely pair—a college dropout actor whose career was on life support, and a cellphone
2 salesman—teamed up to create a massive social network for screenwriters and filmmakers.
3 And soon Ari Emanuel learned about the site and asked Spacey to make some
4 modifications: relaxing security, and making access private and untraceable. That could be
5 how TS was created. It makes little difference to the conspiracy that followed.

6 78. However, the Plaintiff believes TS was formed in a conspiracy conceived by Def
7 Ari Emanuel, to enrich himself and his conspirators. Elysium, alone, earned \$286,000,000
8 worldwide theatrically, and should have earn another \$570,000,000 in home entertainment
9 and TV, (typically, movies earn twice their theatrical total in home ent., TV, and auxiliary
10 sales), for a total of **\$856,000,000** —almost a billion dollars. **This is why setting up TS**
11 **and Project Greenlight were so important to Def Ari Emanuel. One good script can**
12 **easily earn a billion dollars, and one big TV show can earn far more than that.**

THE DEFENDANTS' CONSPIRACY BEGINS:

16 79. In 2000, shortly after Def Emanuel discovered Writers Script Network.com, Def
17 Emanuel planned his own screenwriter/filmmaker website, with minimal or no security
18 features. He would use his clients, Def Matt Damon and Ben Affleck, as website spokesmen
19 and alleged *conceivers*. In August 2000 Project Greenlight was born. (An Internet Archives
20 screenshot of projectgreenlight.com, showing the origin time of Project Greenlight, is
21 attached as “**Exhibit N**” and incorporated by reference as if fully set out herein.)

21 80. Then misfortune struck Universal Pictures in 2000, and Def Ari Emanuel seized
22 the occasion to launch a **second** website, allegedly conceived by Defs Spacey and Brunetti.

23 81. In 2000, Universal Pictures was in a bind. They were just a few months away from
24 beginning to film “K-PAX” but they didn’t have a leading actor (after Will Smith and others
25 dropped out). Smith, and other actors and directors (with integrity) were perhaps dropping
26 out due to rumours that Argentinian film director and screenwriter, Eliseo Subiela, learned
27 about writer Gene Brewer’s 1995 book “K-PAX” and planned to sue Brewer and Universal
28 Pictures for copyright infringement of Subiela’s 1986 film “Man Facing Southeast”.

82. But Universal Pictures, not worried about a small director from Argentina suing, decided to push forward, film, release, make a fortune, and fight Subiela in court later.

83. By mid 2000, with little time to find a leading man, Universal Pictures was desperate enough to consider casting Def Kevin Spacey in the leading role.

84. Def Ari Emanuel could have just asked Spacey to take the leading role. Spacey would have leaped at the chance. But Spacey wasn't an Endeavor client, so Def Emanuel wouldn't receive his casting fee. Def Ari Emanuel was a businessman. As such, even though he needed a favor from Spacey, he wasn't going to just give Spacey a leading role, he wanted something in return. Def Ari Emanuel knew Def Spacey's career was in trouble.

85. Def Ari Emanuel approached Def Spacey to ask him about starting or endorsing, a screenwriter/filmmaker social network; a social network with little or no security features. The conversation likely started with Def Ari Emanuel asking how Spacey's career was going. Def Spacey likely explained his recent career setbacks, and his hope to one day film Bobby Darin's life story. He may have explained that he had recently secured the rights to his Bobby Darin film (*Beyond the Sea*), but had no funding to shoot his dream film.

Quid Pro Quo

86. Upon hearing about Spacey's career troubles, Def Emanuel made Def Spacey and Brunetti an offer: (1) he asked Defs Spacey and Brunetti to design a social network so that ALL user could access ALL screenplays, anonymously, with few security safeguards (it is possible/probable that Def Asif Satchu facilitated the website design); (2) Def Emanuel also may have asked Spacey and Brunetti to include a counter-security feature whereby if a screenplay was removed from the website all access history would also be erased (**although the Defendants seem to have added this second features in 2007, shortly before accessing the Plaintiff's work**). The Plaintiff believes that in exchange for agreeing to operate such a social network, Def Ari Emanuel promised Defs Spacey and Brunetti a few things in return:

1. Spacey would star in K-PAX, a film with a solid \$68 million budget;
 2. Def Ari Emanuel would finance Spacey's production company to make Def Spacey's dream film, Beyond the Sea;
 3. Def Emanuel would help Spacey's production company arrange financing and

1 distribution (as needed) for the life of the social network;
 2 4. Def Emanuel would introduce Spacey and Brunetti to the financial and distribution
 3 partners necessary for their production company to succeed;
 4 5. Def Emanuel would try to find Spacey a very meaningful—maybe even a career
 5 defining—role.

6
 7 87. The agreement was made.

8 88. Thus, September 2000, only one month after the birth of Project Greenlight,
 9 **TriggerStreet.com (TS) was born.** (Internet Archives screenshot of projectgreenlight.com,
 10 showing the origin time of Project Greenlight is attached as “**Exhibit O**” and incorporated
 11 by reference as if fully set out herein.)

12 89. But TS would remain a closed, private, and inactive site for 2 years, not having its
 13 official “launch” party until 2002. This was done to keep TriggerStreet from competing with
 14 Project Greenlight. This wait also allowed TS to learn from Project Greenlight’s mistakes.

15 90. In November 2000, as agreed, Spacey began filming KPAX. When the film was
 16 released it would be the first smoking gun in this conspiracy:

- 17 ● 91. KPAX was released Oct 2001. It would be the first time **Universal Pictures**
 18 **EVER** cast Kevin Spacey in a leading role (in fact, Universal had only ever cast Spacey in
 19 **one [1]** film, a **supporting** role, ten years prior, in 1990, in “Henry & June”). (*Spacey was
 20 most commonly cast in **Warner Bros** films and independent films.) Casting Spacey to star
 21 in K-PAX, a \$68 million film, at such a low point in Spacey’s career, was almost
 21 inconceivable. Def Spacey wouldn’t star in a film with a budget over \$40 million for 5
 22 **more years** (Superman Returns). Spacey would only appear in one other Universal Pictures
 23 film, 2 years later, *The Life of David Gale*—originally a Warner Bros (Spacey’s stable)
 24 property that Universal Pictures optioned. Spacey just came with the deal.

- 25 ● 92. A month after K-PAX was released, in November 2001, director/writer **Eliseo**
 26 **Subiela (via Jason Laskay)** sued **Universal Pictures**, Gene Brewer, et al, for plagiarizing
 27 his film *Man Facing Southeast*. The suit was eventually withdrawn when Subiela and
 28 Laskay could no longer afford to litigate against a giant corporation like Universal Pictures.